# BENGALURU SOUTH CITY CORPORATION

## REQUEST FOR PROPOSALS

## For

## Package-3: Preparation of Comprehensive DPR for Comprehensive Aesthetic Beautification of Existing Elevated corridor double decker from Ragi gudda Metro Station up to Central Silk Board in Bengaluru South City Corporation limits

Executive Engineer
Traffic Engineering & Mobility Cell
**Bengaluru South City Corporation**

## CONTENTS


| SECTION | DESCRIPTION | PAGE No. |
|---|---|---|
| Section 1 | Letter of Invitation | 3 to 4 |
| Section 2 | Information to Consultants (ITC)<br>Data Sheet – Information to Consultants | |
| Section 3 | Technical Proposal – Standard Forms | |
| Section 4 | Financial Proposal – Standard Forms | |
| Section 5 | Terms of Reference | |
| Section 6 | Contract for Consultant's Services | |
| | I. Form of Contract | |
| | II. General Conditions of Contract | |
| | III. Special Conditions of Contract | |
| | IV. Appendices | |

# SECTION I

## LETTER OF INVITATION

**BENGALURU SOUTH CITY CORPORATION**

Office of the Executive Engineer Traffic Engineering and Mobility Cell, 2nd Floor, 9th Main Road, Jayanagar South 2nd block, Bengaluru -560 011. Email: tecsouthpalike@gmail.com

**********

No. EE/BSCC/TE&MC/TEND/ 09 /2026-27 Date:18.06.2026

**INVITATION FOR SHORT TERM TENDER**
**(Only through KPP Portal) Two Cover System**

1. For the Comprehensive Aesthetic Beautification of Existing Flyovers and Underpasses in BSCC, The Office of the Executive Engineer, Traffic Engineering and Mobility Cell, Bengaluru South City Corporation, invites sealed proposals and bids from reputed Architectural Firms, Urban Designers, Specialized Creative Agencies, and for the preparation of DPR for comprehensive aesthetic beautification, structural enhancement, and landscaping of existing flyovers and underpasses situated within Zone-1 and Zone-2. The tenderers may submit tenders for Service given in the table through KPP Portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified as per RFP Documents the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the KPP portal of the Government of Karnataka from 29.06.2026.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 180 days beyond the validity of the tender.
4. Tenders must be submitted online through KPP portal on or before 16.00 hours on 15.07.2026 and the opening of tenders will be as per e procurement portal guidelines.
5. Other details can be seen in the tender documents:

| Sl. No | Name of the Location of Underpass / Flyover | Approx. % of the Estimated Cost for preparation of DPR | EMD Amount | Time period for completion of DPR |
|---|---|---|---|---|
| Package 3 | Preparation of comprehensive DPR for the scope of work mentioned above at the following Elevated Corridor:<br>D) corridor double decker from Ragigudda Metro Station upto Central Silk Board | **1.0%** | **1,00,000.00** | **45 Days** |

**Request for Proposal for selection of**
**Consultants for Comprehensive Aesthetic Beautification, Development, Operation and Maintenance of the following flyovers through Private Sector Participation under a Design-Build-Finance-Operate-Transfer (DBFOT) model**

Bengaluru South City Corporation intends to have a Professional team from a consultancy firm for Preparation of Preparation of comprehensive DPR for the scope of work mentioned above at the following Elevated Corridor: Elevate D) corridor double decker from Ragigudda Metro Station upto Central Silk Board in Bengaluru South City Corporation limits

Bengaluru South City Corporation invites for consultancy services.
The method of selection for Project Management Firms shall be Quality-and Cost-Based Selection (QCBS). The firms interested in participating in selection process must satisfy the following conditions.

i) The Consultant shall have achieved a minimum annual turnover of Rs.500.00 Lakhs from Civil Engineering Consultancy Services in any two financial years during the last five financial years. The Consultant shall submit
   a. Audited Balance Sheets
   b. Profit and Loss Accounts; and
   c. Certificate from Chartered Accountant indicating annual turnover from consultancy services

   Failure to furnish the above documents shall render the proposal non-responsive

ii) The Consultant shall have completed, as Prime Consultant, at least one similar consultancy assignment during the last five years involving preparation of DPR, urban design, beautification, redevelopment, public realm improvement, flyover/underpass development, streetscape improvement, junction improvement, urban infrastructure enhancement, PPP-based infrastructure development or equivalent works. The Consultant shall submit
   a. Completion Certificates issued by an officer not below the rank of Executive Engineer or equivalent.
   b. Copy of Work Order/Agreement; and
   c. Brief description of the project

iii) The Consultant shall have experience in preparation of feasibility studies, DPRs, transaction advisory services, PPP structuring, DBFOT, BOT, BOOT or similar infrastructure projects during the last five years. Supporting certificates issued by competent authorities shall be furnished

iv) The consultants must not have been blacklisted / barred by any Central or State Government, PSU or Urban Local Body.
   The bidder must access tender document, submit proposals at e-procurement platform at https://kppp.karnataka.gov.in. Calendar of events are as follows:

Submission Guidelines & Timelines Availability of Tender Document:

| | | | |
|---|---|---|---|
| | Availability of Tender Document in KPPP portal | | 29.06.2026 on wards |
| | Date and time of per-bid meeting | | 06.07.2026 at 15:00 Hrs |
| | Last date & time for Queries | | 06.07.2026 at 16:00 Hrs |
| | Last Date & Time for receipt of Tenders | | 15.07.2026 at 16:00 Hrs |
| | Opening of Technical bid | | 16.07.2026at 16:30 Hrs |
| | Opening of Financial bid (if possible) | | After the approval of Technical Evaluation |

**NOTE:**

Consultant EE-TEMC, BSCC

1. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPP portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
2. Aspiring Bidders/Contractors who have not registered in KPPP should register before participating through the website https://kppp.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
4. Selection of the Service Provider shall be carried out under the lowest Bid Selection method, as set forth in this RFP.
5. All the required information required for Bids must be filled and submitted online.
6. For details, registration and e-payment visit GOK KPPP website https://kppp.karnataka.gov.in or contact KPPP Helpdesk at 080 – 22371090, 22373788.
7. All other conditions remain the same as per RFP.
8. Any corrigendum/addendum will be published in the KPP portal only

Executive Engineer – Zone 1 & 2
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation

**Copy Submitted to:**

1. The Commissioner, BSCC for kind information.
2. Additional Commissioner (Development), BSCC for kind information.
3. Chief Engineer (Zone - 1 & 2), BSCC for kind information.
4. Superintending Engineer (Zone 1 & 2), BSCC for kind information.
5. Public Relation Officer, BSCC with a request to take full action to publish the same in any two leading daily newspapers (in Kannada and English).

## SECTION 2

## INFORMATION TO CONSULTANTS

### 1. Introduction

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet.

The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract With the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer's Satisfaction before Work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that

(i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment;

And

(ii) The Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, Traffic Engineering and Mobility Cell expect the Consultant to provide Professional, Objective and Impartial Advice and at all

times hold the Employer's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in Para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BSCC's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BSCC.

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution

and

ii. Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BSCC and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BSCC of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question.
c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and
d. Will have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by GOK.

1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub Para 1.8 (d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

## 2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document up to the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through KPPP Portal Website. Employer's Response will be displayed in the KPPP Portal Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the KPPP Portal Website. The Employer may at its own discretion extend the Deadline for the submission of proposal.

## 3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub Para 1.2) written in the Language(s) specified in the Data Sheet.

### Technical Proposal

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. Deleted
ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.
iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.
iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.
vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a ist of Services and Facilities to be provided by the Employer (**Section 3C**).
iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).
iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).
v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).
vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.
Viii. Any Additional Information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any Financial Information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

## 4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and
(ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in KPP Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorized to sign on behalf of the Consultant. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the KPP Portal.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 **Earnest Money Deposit**

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the KPPP Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account.
b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non Responsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;
b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or
c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to
    i. Sign the Agreement; or
    ii. Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submissions elapsed.

4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by cancelling his Proposal on the Portal

only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

## 5. Proposal Evaluation

### General

5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

### Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

**The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.**

**a) The Consultant shall have achieved a minimum annual turnover of Rs.500.00 Lakhs from Civil Engineering Consultancy Services in any two financial years during the last five financial years.**

**The Consultant shall submit:**

- **Audited Balance Sheets.**
- **Profit and Loss Accounts; and**
- **Certificate from Chartered Accountant indicating annual turnover from consultancy services.**

**Failure to furnish the above documents shall render the proposal non-responsive.**

**b) The Consultant shall have completed, as Prime Consultant, at least one similar consultancy assignment during the last five years involving preparation of DPR, urban design, beautification, redevelopment, public realm improvement, flyover/underpass development, streetscape**

**improvement, junction improvement, urban infrastructure enhancement, PPP-based infrastructure development or equivalent works.**

**The Consultant shall submit:**

- **Completion Certificates issued by an officer not below the rank of Executive Engineer or equivalent.**
- **Copy of Work Order/Agreement; and**
- **Brief description of the project.**

**c) The Consultant shall have experience in preparation of feasibility studies, DPRs, transaction advisory services, PPP structuring, DBFOT, BOT, BOOT or similar infrastructure projects during the last five years.**

- **Supporting certificates issued by competent authorities shall be furnished.**

**Public Opening and Evaluation of Financial Proposals, Ranking**

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the KPPP Portal Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non-Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPPP Portal Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have coasted all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Employer will select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

## 6. Negotiations

6.1 Negotiations will be held at the Address indicated in the Data Sheet. The aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations will include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff and Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be

incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation will conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

## 7. Award of Contract

7.1 The Contract will be awarded following Negotiations. After Negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub Para 5.3).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

7.3 A successful Consultant will have to execute an agreement with, Executive Engineer Traffic Engineering and Mobility within 15 days upon receipt of intimation along with Performance Security of 5% of the contract price of Consultancy services in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

## 8. Confidentiality

8.1 Information related to Evaluation of Proposals and Recommendations

concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

## 9. Performance Security

9.1 Within 15 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque/ Demand Draft / Pay Order in favour of "The Commissioner, BSCC, Bengaluru" payable at Bengaluru or
- A Bank Guarantee in the Form given in Appendix F.

9.2 Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner, BSCC" payable at Bengaluru,

9.3 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.4 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.5 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

## 10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant blacklisted or debarred by the Government of India / any State government / any other Organizations would not be eligible for Appointment as Consultant.

## DATA SHEET

## INFORMATION TO CONSULTANTS

### Clause Reference

| No. | Section | Title | Details |
|---|---|---|---|
| 1 | 2.1.1 | Name of Client | **Executive Engineer,**<br>Traffic Engineering and Mobility Cell,<br>2nd Floor, 9th Main Road,<br>Jayanagara East 2nd block,<br>Bengaluru -560 011 |
| 2 | 2.1.1 | **The method of selection is:** | **Quality-and Cost-Based Selection (QCBS)** |
| 3 | 2.1.2 | Description of Assignment | Package-3: Preparation of Comprehensive DPR for Comprehensive Aesthetic Beautification of Existing Elevated corridor double decker from Ragi gudda Metro Station up to Central Silk Board in Bengaluru South City Corporation limits. |
| 4 | 2.1.2 | A Technical and a Financial Proposals are requested | YES |
| 5 | 2.1.3 | The Assignment is Phased | No |
| 6 | 2.1.4 | Preproposal conference time & date | Time & date as notified in the e-Procurement portal |
| 7 | 2.1.4 | A pre-proposal conference venue | **Executive Engineer,**<br>Traffic Engineering and Mobility Cell,<br>2nd Floor, 9th Main Road,<br>Jayanagara East 2nd block,<br>Bengaluru -560 011 |
| 8 | 2.1.5 | Clients Inputs | Providing all available data reports and access to BSCC details. |
| 9 | 2.1.7.2 | The Client envisages the need for continuity for downstream work | Yes |
| 10 | 2.1.8 | Clauses on fraud and Corruption | Sub-Clause 2.7.1 of General Conditions of Contract. |
| 11 | 2.1.10 | Clause on fraud and corruption | The firm shall not be declared ineligible for corrupt as fraudulent practices by central Govt./any state Govt. and their any undertakings |
| 12 | 2.2.1 | Clarification of any item of the RFP | Clarifications may be requested up to *one day prior to pre-proposal conference*<br>The address for requesting clarifications is:<br>**Executive Engineer,**<br>Traffic Engineering and Mobility Cell,<br>2nd Floor, 9th Main Road,<br>Jayanagara East 2nd block,<br>Bengaluru -560 011 |

<table>
<tr><td>13</td><td>1.3</td><td>Language of the Proposal</td><td>English</td></tr>
<tr><td>14</td><td>2.3.3. (i)</td><td>Joint venture</td><td>no</td></tr>
<tr><td>15</td><td>2.3.3. (vi)</td><td>Language of reports</td><td>English</td></tr>
<tr><td>16</td><td>2.3.4. (vii)</td><td>Training is an important feature of this Assignment</td><td>NO</td></tr>
<tr><td>17</td><td>2.3.4. (viii)</td><td>Additional Information in the Technical Proposal includes</td><td>NIL</td></tr>
<tr><td>18</td><td>2.7.1</td><td>Validity of Proposal</td><td>180 (One eighty days) days from the last date of submission of proposal.</td></tr>
<tr><td>19</td><td>2.4.2</td><td>Last Date and time for submission of proposal</td><td>As notified in the Government of Karnataka e-Procurement portal</td></tr>
<tr><td>20</td><td>2.1.1</td><td>The address to send information to the Client is:</td><td>Executive Engineer,<br>Traffic Engineering and Mobility Cell,<br>2nd Floor, 9th Main Road,<br>Jayanagara East 2nd block,<br>Bengaluru -560 011</td></tr>
<tr><td>21</td><td>2.5.3</td><td>Evaluation criteria for technical proposal</td><td>
<table>
<tr><th>Sl No</th><th>Details</th><th>Points</th></tr>
<tr><td>a</td><td>Specific Experience of the Consultant related to the Assignment Of Similar Nature in last 5 years</td><td>15</td></tr>
<tr><td>b</td><td>Site Appreciation</td><td>05</td></tr>
<tr><td>c</td><td>Equipment and Software proposed to be used</td><td>05</td></tr>
<tr><td>e</td><td>Qualification and Relevant Experience of the Key Professional Staff for the Assignment</td><td>50</td></tr>
<tr><td>f</td><td>Task Assignment, Manning Schedule, Work Plan And Methodology</td><td>20</td></tr>
<tr><td>g</td><td>Setting up of Local Office in Bangalore</td><td>05</td></tr>
<tr><td></td><td>Total</td><td>100</td></tr>
</table>
The minimum technical score required to pass is: 80 Points<br>
1.1.1 The detailed break up of Qualification and Relevant Experience of the Key Professional Staff for the Assignment.
<table>
<tr><th>Sl no</th><th>Qualifications and Competence</th><th>Points</th></tr>
<tr><td>1</td><td>General Qualification<br>•Educational Qualification<br>•Experience in Civil Consultancy Field<br>•Experience in Structural Design</td><td>15</td></tr>
<tr><td>2</td><td>Adequacy for the Project<br>• Experience in preparing of DPRs in Urban Conditions</td><td>30</td></tr>
</table>
</td></tr>
</table>

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | 3 | Experience in Region and Language<br>• Knowledge in Kannada and English Language | 05 |
| | | | | **Total** | **50** |
| 22 | 2.5.7 | Minimum Required Experience of Proposed Key Professional Staff | Team Leader cum Planning Engineer: Civil Engineering Graduate with 5 years of experience in Similar Field.<br>Site Engineer: 5 years' Experience in Similar Field with Graduation / Diploma in Civil Engineering | | |
| 23 | 2.5.7 | Weight age for Technical and Financial Score | The formula for determining the financial scores is the following:<br>[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]<br><br>The weight age given to technical score (T) = 0.80 and Financial Score (P) =0.20 | | |
| 24 | 2.6.1 | Location for Negotiations | At Clients Office | | |
| 25 | 2.7.2 | Commencement of Assignment | Date of sign of LOA | | |
| 26 | 2.8.1 | Performance Security | As mentioned in E-Proc | | |

**Letter of Acceptance (Clause 2.7.1)**

(letter head paper of the Client)

_____[date]

To: _____

[name and address of the Firm]

Dear Sirs,

This is to notify you that your proposal dated**……** for **Package-3: Preparation of Comprehensive DPR for Comprehensive Aesthetic Beautification of Existing Elevated corridor double decker from Ragi gudda Metro Station up to Central Silk Board in Bengaluru South City Corporation limits**

for the Contract Price of Rupees**……**
( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.8.1 of Information To Firms for an amount of Rs. **……** within 15 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to **……** and sign the contract, failing which action will be taken as per clause 2.4.14 of instruction to firms.

Yours faithfully,

## SECTION 3

## TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

3D. Description of the Methodology and Work Plan for Performing the Assignment.

3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity (Work) Schedule.

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Employer)

_____
_____
_____

_____
_____

_____

Dear Sir

**Subject:** Package-3: Preparation of Comprehensive DPR for Comprehensive Aesthetic Beautification of Existing Elevated corridor double decker from Ragi gudda Metro Station up to Central Silk Board in Bengaluru South City Corporation limits– Technical Proposal reg.

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Consultant: Address:

## 3B. CONSULTANT'S REFERENCES

**Relevant Services carried out in the Last Five Years That best illustrates Qualifications**

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

| | | |
|---|---|---|
| Assignment Name: | | Country: |
| Location within Country: | | Key Professional Staff provided by Your Firm / Entity (profiles): |
| Name of Employer: | | No. of Staff: |
| Address: | | No. of Staff Months, Duration of Assignment: |
| Start Date (Month / Year) | Completion Date (Month / Year): | Approx. Value of Services (Rs.): |
| Name of Associated Consultants, if any: | | No. of Months of Key Professional Staffs provided by Associated Consultants: |
| Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Consultant's Name: _____

| Sl. No. | Name of assignment | Name of project | Cost of the project | Client | Cost of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed | Was this opened to traffic |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |

## 3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer

1.

2.

3.

4.

5.

Consultant's Name: _____

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant's Name: _____

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical / Managerial Staff

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

### 2. Support Staff

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

Consultant' Name:_____

## 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: ……..
Name of the Consultant: ……..
Name of Staff: ……..
Profession: ……..
Date of Birth: ……
Years with Firm / Entity: …… Nationality: ……
Membership in Professional Societies: ……..
Detailed Tasks Assigned: ……..

**Key Qualifications:**

[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

**Education:**

[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

**Employment Record:**

[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

**Languages:**

[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience. ]

[Signature of Staff Member and authorized Representative of the Consultant]

**Date:** Day / Month / Year

Full Name of Staff Member: …… Full Name of

Authorized Representative: …….. Consultant's Name:

## 3G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL

| Sl. No. | Name | Position | Reports Due/ Activities | Months (in the form of a Bar Chart) * | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of Months |
| 1. | | | | | | | | | | | | | | | | Sub total (1) |
| 2. | | | | | | | | | | | | | | | | Sub total (2) |
| 3. | | | | | | | | | | | | | | | | Sub total (3) |
| 4. | | | | | | | | | | | | | | | | Sub total (4) |

Full time: _____ _ Part time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
_____
(Authorized Representative)
Full Name: __

* The Schedule should be for the Period of Completion of Assignment

Title: _____
Address: _____

## 3H. ACTIVITY (WORKS) SCHEDULE

### A. Field Investigation and Study Items:

| | | **Month wise Program (in form of Bar Chart)++ [*1st, 2nd, etc. are from the Start of Assignment*]** | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sl. No | Item of Activity (Work) | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |

++ The Program should be Period of Completion of Assignment.

### B. Completion and Submission of Reports

| Reports* | Programme: (Date) |
|---|---|
| 1. Inception Report | |
| 2. Interim Progress Report<br>• First Status Report<br>• Second Status Report | |
| 3. Draft Report | |
| 4. Final Completion Report | |

## SECTION 4

## FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal Submission Form

4B. Summary of Costs

4C. Breakdown of Costs

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)

To: (Name and Address of Employer)

_____
_____
_____
_____

Dear Sir

Subject: Package-3: Preparation of Comprehensive DPR for Comprehensive Aesthetic Beautification of Existing Elevated corridor double decker from Ragi gudda Metro Station up to Central Silk Board in Bengaluru South City Corporation limits-Financial Proposal reg.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

## 4B. SUMMARY OF COSTS

| Sl. No. | Description@ | Amount (Rupees) |
|---|---|---|
| 1. | Remuneration for Key Professional Staff | |
| 2. | Supporting Staff | |
| 3. | Transportation | |
| 4. | Duty Travel to Site | |
| 5. | Office Rent | |
| 6. | Office Supplies, Utilities and Communication | |
| 7. | Office Furniture and Equipment | |
| 8. | Reports and Document Printing | |
| 9. | Surveys | |
| | **Total Cost** | |
| | Service Tax | |
| | **Total Cost (Including Service Tax)** | |

**Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Breakup of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.**

@ Modify the Items as appropriate for the Consultancy Assignment.

## 4C. BREAKDOWN OF COSTS (Rs.)

### I. REMUNERATION FOR STAFF

| Sl. No. | Position | Name | Rate(Rs.) * | SM | Amount (Rs.) |
|---|---|---|---|---|---|
| | **Key Professional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **Sub Total** | | | | |
| | **Sub Key Professional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| | **Sub Total** | | | | |
| | **Total** | | | | |

*SM – Staff Month*

### II. REMUNERATION FOR SUPPORT STAFF

| Sl. No. | Position | Name | SM | Billing Rate (Rs.)** | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | | | |
| | | | | **Total** | |

*SM – Staff Month*

* The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.

** Provide the break up of the rates to show the basic salary, social costs and overhead.

**III. Transportation (Reimbursable)** * Total:

**IV. Duty Travel to Site (Reimbursable)** * Total:

**V. Office Rent (Reimbursable)** * Total:

* Prepare Details as Appropriate for the Consultancy Assignment.

**VI. Office Supplies, Utilities and Communication (Reimbursable)**

| Sl. No. | Item* | Months | Monthly Rate (Rs.) | Amount (Rs.) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

***Total*** **----------**

* Prepare Details as Appropriate for the Consultancy Assignment.

**VII. Office Furniture and Equipment (Reimbursable)**

| Sl. No. | Description* | Unit | Quantity | Rate (Rs.) | Amount (Rs.) |
|---|---|---|---|---|---|
| | **Office Furniture (Purchase)** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **Office Equipment (Purchase)** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | | | | **Total** | |

* Prepare Details as Appropriate for the Consultancy Assignment.

## VIII. Reports and Document Printing

| Sl. No. | Description* | Number | No. of Copies | Rate per Copy (Rs.) | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5. | | | | | |
| | | | | **Total** | |

## IX. Topographical Surveys (if any)*

* Prepare Details as Appropriate for the Consultancy Assignment.

## SECTION 5

## TERMS OF REFERENCE (TOR)

Terms of Reference should normally contain the following sections:

1. BACKGROUND
2. OBJECTIVES OF THE ASSIGNMENT
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS
9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)
10. SPECIAL CONDITIONS FOR PPP-DBFOT MODEL

## 1. BACKGROUND

Bengaluru, as one of India's fastest-growing metropolitan cities, continues to invest significantly in urban transportation infrastructure. The Elevated Double Decker Corridor from Ragigudda Metro Station to Central Silk Board is one of the city's most prominent transportation corridors integrating road and metro infrastructure while serving as a major gateway connecting South Bengaluru with key employment, commercial and residential zones.

The corridor possesses substantial potential for transformation into an iconic urban landmark through comprehensive aesthetic beautification, thematic urban design, architectural lighting, public art installations, landscaping, smart infrastructure and sustainable urban development initiatives.

Considering the strategic location and high visibility of the corridor, Bengaluru South City Corporation (BSCC) proposes to develop the project through Public Private Partnership (PPP) by leveraging private investment and long-term maintenance commitments under a Design-Build-Finance-Operate-Transfer (DBFOT) framework.

The project shall focus on beautification of flyover piers, median areas, under-corridor spaces, retaining walls, approach structures, architectural lighting systems, landscape development, urban furniture, public art installations, digital media infrastructure and other innovative urban interventions.

Accordingly, the Executive Engineer, Traffic Engineering & Mobility Cell, BSCC proposes to engage a reputed multidisciplinary consultancy firm for preparation of a Comprehensive DPR, PPP Structuring, Financial Modelling, Transaction Advisory Services, Bid Documents and Bid Process Management for implementation of the project on PPP-DBFOT basis.

## 2. OBJECTIVES OF THE ASSIGNMENT

The objectives of the consultancy assignment are:

a) To assess the existing condition of identified flyovers and associated infrastructure.
b) To develop comprehensive aesthetic beautification proposals incorporating local culture, heritage, innovation, sustainability and urban identity.
c) To assess structural conditions and identify repair, rehabilitation and enhancement requirements.
d) To prepare architectural, urban design, landscape and illumination concepts for the entire corridor.
e) To improve visual quality, safety and user experience.
f) To integrate sustainable landscaping, smart infrastructure and green initiatives.
g) To identify commercial opportunities and revenue-generating assets.
h) To prepare detailed project estimates, BOQs, specifications and implementation plans.
i) To prepare a Comprehensive DPR suitable for administrative approval and implementation.
j) To develop a bankable PPP project structure under DBFOT basis.
k) To assess project viability, concession period, revenue-sharing framework and investment attractiveness.
l) To prepare RFQ, RFP and Draft Concession Agreement.
m) To assist BSCC in selection of Concessionaire through competitive bidding.
n) To develop a long-term Operation and Maintenance framework for the concession period.

## 3. OUTLINE OF TASKS TO BE CARRIED OUT

### 3.1 Inception Activities

The Consultant shall:

- Collect and review available drawings, utility information and corridor data.
- Conduct inception meetings with BSCC and stakeholder agencies.
- Identify utility agencies and statutory authorities
- Prepare work methodology, staffing schedule and work plan.
- Submit Inception Report.

### 3.2 Surveys, Investigations and Existing Condition Assessment

The Consultant shall:

- Conduct detailed corridor inspections.
- Carry out drone survey and videography.
- Prepare GIS-based asset inventory.
- Conduct topographical surveys wherever required.
- Prepare utility mapping.
- Assess existing landscape, lighting and urban infrastructure.
- Assess traffic circulation and pedestrian movement.
- Identify encroachments and operational constraints.

The assessment shall cover:

- Metro viaduct interface areas.
- Road flyover structures.
- Piers and pier caps.
- Retaining walls.
- Under-corridor spaces.
- Median areas.
- Junction influence zones.
- Service roads and pedestrian areas

### 3.3 Structural Assessment

The Consultant shall:

- Assess piers, pier caps, deck structures and retaining walls.
- Identify deterioration, seepage, cracks and distress.
- Assess durability requirements.
- Recommend repair and rehabilitation measures.
- Assess drainage systems.
- Recommend protective coating systems

### 3.4 Architectural Beautification and Urban Design

The Consultant shall prepare:

- Thematic urban design concepts.
- Corridor branding strategy.
- Architectural façade treatments.

- Decorative pier treatments.
- Public art installations.
- Sculptural elements.
- Digital art installations.
- Decorative cladding systems.
- Urban place-making interventions.
- High-quality 3D visualizations and renderings

### 3.5 Landscaping and Green Infrastructure

The Consultant shall prepare:

- Vertical gardens.
- Green wall systems.
- Bio-wall systems.
- Planter arrangements.
- Native landscaping plans.
- Automated irrigation systems.
- Hardscape improvements.
- Long-term maintenance plans.

### 3.6 Architectural Lighting and Electrical Systems

The Consultant shall prepare:

- Dynamic façade lighting.
- Decorative pier lighting.
- Smart LED systems.
- Colour-changing programmable lighting.
- Energy-efficient lighting strategies.
- Electrical load calculations.
- Cabling layouts and power distribution plans.
- Solar-assisted lighting options.

### 3.7 Smart Urban Infrastructure

The Consultant shall prepare designs for:

- Digital information systems.
- Smart kiosks.
- Smart seating.
- Interactive public displays.
- Environmental sensors.
- Smart surveillance systems.
- EV charging infrastructure.
- Smart mobility facilities.

### 3.8 Traffic, Safety and Wayfinding Improvements

The Consultant shall:

- Traffic safety enhancement proposals.

- Junction improvement concepts.
- Crash barrier improvements.
- Pedestrian facilities.
- Universal accessibility measures.
- Smart wayfinding systems.
- Directional signage.
- Emergency response infrastructure.

### 3.9 Cost Estimation and DPR Preparation

The Consultant shall prepare:

- Prepare detailed BOQs.
- Prepare quantity calculations.
- Prepare abstract estimates.
- Adopt KPWD Schedule of Rates wherever applicable.
- Prepare market rate analysis for non-SOR items.
- Prepare technical specifications.
- Prepare implementation-ready drawings

### 3.10 Operation and Maintenance Framework

The Consultant shall prepare:

- Standard Operating Procedures (SOPs).
- Maintenance manuals.
- Asset Management Plans.
- Landscape maintenance protocols.
- Lighting maintenance protocols.
- Performance monitoring framework.
- Performance-based O&M standards for concession period.
- Key Performance Indicators (KPIs).
- Service Level Benchmarks.
- Independent Monitoring Mechanism.
- Asset Handover Standards

### 3.11 PPP FEASIBILITY AND COMMERCIAL ASSESSMENT

Revenue Potential Assessment

The Consultant shall identify and evaluate:

- Static advertisements.
- Digital billboards.
- LED display systems.
- Smart media screens.
- Branding rights.
- Naming rights.
- Corporate sponsorship opportunities.
- Smart street furniture advertisements.
- Commercial utilization of permissible spaces.

- EV charging stations.
- Smart mobility infrastructure.
- Retail kiosks where permissible.
- Any other legally permissible commercial activity.

**Market Assessment**

The Consultant shall:

- Assess market demand.
- Identify potential investors.
- Conduct stakeholder consultations.
- Benchmark similar PPP projects.

**Revenue Forecasting**

The Consultant shall prepare revenue projections for:

- 10 years.
- 15 years.
- 20 years.
- 30 years.

The projections shall include:

- Gross Revenue.
- Net Revenue.
- O&M Costs.
- Lifecycle Costs.
- IRR.
- NPV.
- DSCR.

## 3.12 PPP STRUCTURING ON DBFOT BASIS

- The Consultant shall develop:
- DBFOT Structure
- Design obligations.
- Development obligations.
- Financing obligations.
- Operation obligations.
- Maintenance obligations.
- Transfer obligations.
- Concession Framework
- The Consultant shall recommend:
- Optimum concession period.
- Revenue sharing model.
- Upfront premium.
- Annual concession fee.
- Minimum Guaranteed Revenue.
- Performance Security.
- Revenue Escrow mechanism.
- Risk Allocation Framework
- The Consultant shall prepare risk allocation covering:

- Design Risk.
- Construction Risk.
- Financing Risk.
- Revenue Risk.
- Regulatory Risk.
- Force Majeure Risk.
- O&M Risk.
- Demand Risk.

### 3.13 TRANSACTION ADVISORY SERVICES

The Consultant shall prepare:

RFQ

- Eligibility Criteria.
- Technical Capacity Requirements.
- Financial Capacity Requirements.
- Evaluation Methodology.

RFP

- Instructions to Bidders.
- Scope of Concession.
- Bid Parameters.
- Evaluation Framework.

Draft Concession Agreement

Including:

- Concession Period.
- Revenue Sharing.
- Performance Standards.
- Monitoring Framework.
- Penalty Provisions.
- Termination Clauses.
- Handback Requirements.
- Dispute Resolution Mechanism.

Bid Process Management

The Consultant shall:

- Conduct investor outreach.
- Assist in pre-bid meetings.
- Prepare responses to bidder queries.
- Assist in bid evaluation.
- Assist till issue of Letter of Award (LoA).

## 4. SCHEDULE FOR COMPLETION OF TASKS

The Consultant shall complete the assignment within Forty-Five (45) Days from the date of commencement.

| Sl.No | Activity | Time |
|---|---|---|
| 1 | Mobilization & Inception | Day 3 |
| 2 | Surveys & Asset Assessment | Day 10 |

| Sl.No | Activity | Time |
|---|---|---|
| 3 | Structural Assessment & Commercial Assessment | Day 15 |
| 4 | Concept Plans & Revenue Model | Day 22 |
| 5 | Draft DPR | Day 30 |
| 6 | PPP Structuring Report | Day 35 |
| 7 | Draft RFQ, RFP & Concession Agreement | Day 40 |
| 8 | Final DPR, PPP Report & Bid Documents | Day 45 |

## 5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

BSCC shall provide:

1. Access to project sites.
2. Available drawings and records.
3. Utility information available with BSCC.
4. Traffic data, if available.
5. Advertisement and revenue records, if available.
6. Coordination with stakeholder agencies.
7. Letters of introduction.

The Consultant shall independently verify all information.

## 6. FINAL OUTPUTS REQUIRED FROM THE CONSULTANT

The Consultant shall submit:

**Stage-I**

• Inception Report.

**Stage-II**

• Survey and Existing Condition Assessment Report.

**Stage-III**

• Structural Assessment Report.
• Concept Design Report.

**Stage-IV**

• Landscape and Lighting Design Report.
• Traffic and Safety Improvement Report.

**Stage-V**

• Draft DPR.

**Stage-VI**

• Final DPR.

**Stage-VII**

**PPP Structuring Report**

Containing:

- Financial Model.
- Revenue Projections.
- Risk Allocation Matrix.
- Concession Period Recommendation.
- Sensitivity Analysis.
- Value for Money Assessment.

### Stage-VIII

Transaction Documents

- RFQ.
- RFP.
- Draft Concession Agreement.
- Bid Evaluation Methodology.
- Bid Process Schedule.

The Final Submission shall include:

- 6 Hard Copies of DPR.
- 4 Hard Copies of Drawings.
- Editable Soft Copies.
- AutoCAD Drawings.
- Excel BOQ and Estimates.
- PPP Financial Model in Excel.
- PDF Reports.
- High Resolution Renderings.
- PowerPoint Presentation.
- O&M Manual.
- SOP Manual.

## 7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANT'S WORK

The Review Committee shall comprise:

1. Additional Commissioner (Development) BSCC – Chairperson.
2. Chief Engineers Zone1 and Zone-2, BSCC
3. Superintending Engineer, BSCC.
4. Executive Engineer, Traffic Engineering & Mobility Cell – Member Secretary.
5. Representative from Urban Planning Department.
6. Representative from Electrical Division.
7. Representative from Horticulture Department.
8. Any other expert nominated by BSCC.

## 8. PROCEDURE FOR REVIEW OF REPORTS

### Review Committee Presentations, Approval Process and Finalization of DPR

### 8.1 Review Committee and Approval Process

a) The Consultant shall prepare and submit Concept Plans for each underpass, including but not limited to:
   - Existing site analysis.
   - Architectural and aesthetic concepts.
   - Landscape proposals.
   - Lighting and illumination concepts.
   - Public art and thematic development.
   - Preliminary cost implications.
   - Revenue generation opportunities, wherever applicable.
   - 3D visualizations and perspective views

b) The Consultant shall make a detailed presentation of the Concept Plans before the Review Committee at a venue designated by the Client.
c) The Review Committee shall examine the Concept Plans and may provide comments, modifications, observations, or additional requirements. The Consultant shall incorporate all such recommendations and submit revised Concept Plans within the period specified by the Client without any additional cost.
d) Approval of the Concept Plan by the Review Committee shall be mandatory before proceeding with preparation of the Detailed Project Report (DPR).

**8.2 Draft DPR Review**

a) Based on the approved Concept Plan, the Consultant shall prepare and submit the Draft DPR for each underpass and a consolidated package DPR.
b) The Draft DPR shall contain:
- Detailed engineering drawings.
- Architectural and urban design drawings.
- Structural assessment and recommendations.
- Electrical and illumination designs.
- Landscape and beautification proposals.
- Detailed BOQ.
- Rate analysis for non-SOR items.
- Abstract estimates.
- Micro-billing details.
- Implementation methodology.
- Operation and maintenance strategy.
- Project phasing and execution schedule.

c) The Consultant shall make a comprehensive presentation of the Draft DPR before the Review Committee and explain all technical, financial, operational, and aesthetic aspects of the proposals.
d) The Review Committee may seek clarifications, modifications, additional studies, redesign of specific components, optimization of scope, or revision of quantities and estimates. The Consultant shall incorporate such observations and resubmit the DPR within the stipulated period without any additional financial claim.

**8.3 Final DPR Approval and Cost Determination**

8.3.1 The Consultant shall submit the Final DPR after incorporating all comments and observations of the Review Committee.

8.3.2 The Final DPR shall be presented before the Review Committee for final scrutiny and approval.

8.3.3 The Review Committee shall review the scope of works, quantities, specifications, proposed interventions, implementation strategy, and financial estimates.

8.3.4 Based on technical necessity, financial viability, available budget provisions, and project priorities, the Review Committee shall determine and recommend the admissible project components and the final estimated project cost.

8.3.5 The Consultant shall revise the DPR, drawings, BOQ, and estimates as directed by the Review Committee to align with the approved scope and cost.

8.3.6 Approval of the Final DPR, including the final project cost, shall rest solely with the Client/Review Committee, and no claim shall be entertained by the Consultant on account of additions, deletions, modifications, or rationalization of project components directed during the review process.

8.3.7 The Consultant shall provide all technical assistance, presentations, revised drawings, estimates, and supporting documents required by the Review Committee until final approval of the DPR is accorded.

8.3.8 No additional payment shall be made to the Consultant for presentations, revisions, modifications, redesigns, incorporation of Review Committee observations, or re-submissions required for obtaining approval of the Concept Plan or Final DPR.

## 9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CVs AND EXPERIENCE SHALL BE EVALUATED

The Consultant shall deploy the following key professionals:

1. Team Leader / PPP Expert.
2. Urban Designer / Architect.
3. Structural Engineer.
4. Bridge Engineer.
5. Landscape Architect.
6. Electrical & Architectural Lighting Expert.
7. Traffic & Mobility Engineer.
8. Quantity Surveyor / Cost Estimator.
9. Environmental Specialist.
10. Graphic Design / Creative Art Expert.
11. CAD & Visualization Expert.
12. PPP Specialist / Transaction Advisor.
13. Financial Analyst / Project Finance Expert.
14. Legal Expert experienced in PPP Concession Agreements.
15. Advertisement & Commercial Development Expert.
16. Urban Infrastructure Economist.

## 10. SPECIAL CONDITIONS FOR PPP-DBFOT MODEL

1. The project shall be structured on DBFOT basis.
2. The Consultant shall develop a financially sustainable PPP structure.
3. The Consultant shall identify viable revenue streams to minimize public funding.
4. The Consultant shall recommend an optimum concession period.
5. The Consultant shall prepare an editable financial model.
6. The Consultant shall prepare RFQ, RFP and Draft Concession Agreement.

7. The Consultant shall assist BSCC up to issue of Letter of Award (LoA) and execution of Concession Agreement.
8. The Consultant shall ensure all assumptions and projections are based on verifiable methodologies and market assessments.
9. The Consultant shall coordinate with BMRCL and other stakeholder agencies while preparing the DPR and PPP framework.
10. All beautification proposals shall ensure no adverse impact on the structural integrity, operations and safety requirements of the Metro and Elevated Corridor infrastructure

## SECTION 6

## CONTRACT FOR CONSULTANT'S SERVICES

**Between**

**_____ Executive Engineer**
**– TE & M Cell Division BSCC**

**[Name of the Employer]**

**and**

**_____ [Name of Consultants]**

**Date:**

**CONTENTS**


**Page No.**

**I. FORM OF CONTRACT 43-44**

**II. GENERAL CONDITIONS OF CONTRACT 45 –52**

**1.0 General Provisions 45-46**

1.1 Definitions
1.2 Law Governing the Contract
1.3 Language
1.4 Notices
1.5 Location
1.6 Authorized Representatives
1.7 Taxes and Duties

**2.0 Commencement, Completion, Modification and Termination of Contract 46-49**

2.1 Effectiveness of Contract
2.2 Commencement of Services
2.3 Expiration of Contract
2.4 Modification
2.5 Force Majeure
- 2.5.1 Definition
- 2.5.2 No Breach of Contract
- 2.5.3 Extension of Time
- 2.5.4 Payments

2.6 Suspension
2.7 Termination
- 2.7.1 By the Employer
- 2.7.2 By the Consultants
- 2.7.3 Cessation of Rights and Obligations
- 2.7.4 Cessation of Services
- 2.7.5 Payment upon Termination

**3.0 Obligations of the Consultant 49-51**

3.1 General
3.2 Conflict of Interest
- 3.2.1 Consultants not to benefit from Commissions, Discounts, etc.
- 3.2.2 Procurement Rules of Funding Agencies
- 3.2.3 Consultants and Affiliates not to engage in certain Activities
- 3.2.4 Prohibition of Conflicting Activities

3.3 Confidentiality
3.4 Insurance to be taken out by the Consultant
3.5 Consultants' Actions Requiring Employer's Prior Approval
3.6 Reporting Obligations
3.7 Documents Prepared by the Consultants to be the Property of the Employer
3.8 Equipment and Materials furnished by the Employer

**4.0 Consultant's Personnel and Sub Consultants 51**
4.1 Description of Personnel
4.2 Removal and / or Replacement of Personnel

**5.0 Obligations of the Employer 51-52**
5.1 Assistance and Exemptions
5.2 Service and Facilities

**6.0 Payments to the Consultants 52**
6.1 Lump Sum Remuneration
6.2 Contract Price
6.3 Payment for Additional Services
6.4 Terms and Conditions of Payment

**7.0 Settlement of Disputes 52**
7.1 Amicable Settlement
7.2 Dispute Settlement

**III. SPECIAL CONDITIONS OF CONTRACT 53–56**

**IV. APPENDICES 57-59**

Appendix A – Description of the Services
Appendix B – Reporting Requirements
Appendix C – Key Personnel and Sub Consultants
Appendix D – Services and Facilities to be provided by the Employer
Appendix E – Breakdown of Contract Price in Indian Rupees
Appendix F – Form of Bank guarantee for Performance Security

## I.FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the ___day of the month of
_____, 20__, between, on the one hand, _____(hereinafter called the "Employer") and, on the other hand, _____(hereinafter called the "Consultants").
[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

"..... (hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultants' obligations under this Contract, namely, ..... and _____(hereinafter called the "Consultants.")"]

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:
      Appendix A: Description of the Services
      Appendix B: Reporting Requirements
      Appendix C: Key Personnel and Sub consultants
      Appendix D: Services and Facilities to be provided by the Employer
      Appendix E: Breakdown of Contract Price
      Appendix F: Form of bank Guarantee for Advance payments

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their Respective Names as of the day and year first above written.

| | |
|---|---|
| FOR AND ON BEHALF OF [NAME OF CONSULTANT]<br>By<br>(Authorized Representative) | FOR AND ON BEHALF OF [TE & M Cell, BSCC]<br>By<br>(Authorized Representative) |

## II.GENERAL CONDITIONS OF CONTRACT

### 1.0 GENERAL PROVISIONS

### 1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
e. "GC" mean the General Conditions of Contract.
f. "Government" means the Government of Karnataka.
g. "Local Currency" means Indian Rupees.
h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer under this Contract.
i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of Them.
j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
k. "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.
l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
n. 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

### 1.2 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

**1.4 Notices**

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

**1.6 Authorized Representatives**

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

**1.7 Taxes and Duties**

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

**2.0 Commencement, Completion, Modification and Termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

**2.2 Commencement of Services**

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

## 2.4 Modification

Modification of the Terms and Conditions of this Contract, including any Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an Event which is beyond the reasonable Control of a Party, and which makes a Party's Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 No Breach of Contract

The Failure of a Party to fulfil any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

### 2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

### 2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Suspension

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

## 2.7 Termination

### 2.7.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.
c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

**For the purpose of this Clause**

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.
ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

### 2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.

b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 )days.

**2.7.3 Cessation of Rights and Obligations**

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.
iii. Any Right which a Party may have under the Applicable Law.

**2.7.4 Cessation of Services**

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

**2.7.5 Payment upon Termination**

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3.0 Obligations of the Consultant

### 3.1 General

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any

Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

## 3.2 Conflict of Interests

### 3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

### 3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

### 3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

## 3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the

Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

**3.4 Insurance to be taken out by the Consultant**

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's Actions requiring Employer's Prior Approval**

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

**3.6 Reporting Obligations**

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

**3.7 Documents prepared by the Consultant to be the Property of the Employer**

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

**3.8 Equipment and Materials furnished by the Employer**

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the

Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

## 4.0 Consultant's Personnel and Sub Consultants

### 4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

**Removal and / or Replacement of Personnel**

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.

b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.

c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

## 5.0 Obligations of the Employer

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.

b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.

c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

**5.2 Services and Facilities**

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

**6.0 Payment to the Consultant**

**6.1 Lump Sum Remuneration**

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

**6.2 Contract Price**

The Contract Price is set forth in the SC.

**6.3 Payment for Additional Services**

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment**

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

Deleted.

**7.0 Settlement of Disputes**

**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

## 7.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC.

## III.SPECIAL CONDITIONS OF CONTRACT

**GC Clause Reference**

1.1 (h)] The Member in Charge is;
Executive Engineer, TE & M Cell Division, BSCC

1.4] The Addresses are:

**Employer** : _____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

**Consultant** : _____

Attention: _____
Telex: _____
Fax: _____
E – mail: _____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

2.1] The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be at the end of Defect Liability Period.

3.4] The Risks and the Coverage shall be:

1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;
2. Third Party Liability Insurance, with a Minimum Coverage for Rs. 2,00,000/- for the Period of Consultancy;
3. Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;
4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and
5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

3.7] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.1 (c)] Deleted.

6.2] The Amount of Contract is Rs. __.

6.4] Payment Schedule

i. 100% of payment will be released as first and final bill.

The Payment shall be made subjected to availability of funds of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2] Disputes shall be settled by Arbitration in accordance with the following

**Deleted as per Orders from the Government of Karnataka, Vide G. O Reference No: LAW-LAC/198/2024, Date: 16.11.2024**

## APPENDICES

**Appendix A: Description of the Services**

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

**Appendix B: Reporting Requirements**

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

**Appendix C: Key Personnel and Sub Consultants**

[List hereunder:

C–1. Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C–2. List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

**Appendix D: Services and Facilities to be provided by the Employer**

[List hereunder:

F–1. Services, Facilities and Property to be made available to the Consultant by the Employer.

**Appendix E: Breakdown of Contract Price in Indian Rupees**

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).
2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

## APPENDIX F: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Clause 9 of Information to Consultant)
(To be stamped in accordance with Applicable Stamp Act, if any) Ref:

To: _____ [Name of the Employer]
_____ [Address of Employer]

WHEREAS _____[Name and address of consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No._____dated _____to provide the services on terms and conditions set forth in this Contract: _____ **[Name of the Service / Brief Description of Work]** (Hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [Amount of Guarantee] Rupees _____[in Words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Services to be performed there under or of any of the Contract Documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such Change, Addition or Modification..

This guarantee shall be valid until 90 days from the Date of Submission of Project Report.

Signature and Seal of the Guarantor: _____
Name of the Bank: _____
Address: _____
Date: _____

An Amount shall be increased by Guarantor, representing the percentage of the Contract Price specified in the Contract.